

# Week of October 17th and October 24th

Client: Charlie Justice Pinellas County Commiss Agency: <none>

Zones: 6009, 3464, 3465

Flight Dates: 10/17/2016 - 10/30/2016

Total # of Active Wks: 2

Spot Length: 30

Bill to: Charlie Justice

315 Court Street

Clearwater, FL 33756

AE:

Sales Assistant: N/A





Phone #: N/A

Cell #: N/A






E-mail: N/A








Zone(s): Mid Pinellas (Pinellas Park), 6009

Network	Start Date	End Date	Daypart	Description	Spots/Wk	Total Spots	Rate	Extended Cost
	10/17/16	10/23/16	M-Su 6p-12m	VARIOUS	10	10	\$23.00	\$230.00
	10/17/16	10/23/16	M-Su 6p-12m	AVG. ALL WKS<	10	10	\$23.00	\$230.00
	10/17/16	10/23/16	M-Su 6p-12m	VARIOUS	10	10	\$7.00	\$70.00
	10/17/16	10/23/16	M-Su 6p-12m	AVG. ALL WKS<	7	7	\$56.00	\$392.00
	10/17/16	10/21/16	M-F 6a-6p	VARIOUS	25	25	\$27.00	\$675.00
	10/22/16	10/23/16	Sa-Su 12n-6p	CNN NEWSROOM<	4	4	\$6.00	\$24.00
	10/22/16	10/23/16	Sa-Su 12n-6p	VARIOUS	1	1	\$23.00	\$23.00
	10/22/16	10/23/16	Sa-Su 6a-12n	VARIOUS	4	4	\$27.00	\$108.00
	10/22/16	10/23/16	Sa-Su 12n-6p	VARIOUS	4	4	\$18.00	\$72.00
	10/24/16	10/30/16	M-Su 6p-12m	VARIOUS	8	8	\$27.00	\$216.00
	10/24/16	10/30/16	M-Su 6p-12m	VARIOUS	1	1	\$23.00	\$23.00
	10/24/16	10/30/16	M-Su 6p-12m	AVG. ALL WKS<	10	10	\$23.00	\$230.00
	10/24/16	10/30/16	M-Su 6p-12m	VARIOUS	10	10	\$7.00	\$70.00
	10/24/16	10/28/16	M-F 6a-6p	VARIOUS	25	25	\$27.00	\$675.00
	10/29/16	10/30/16	Sa-Su 12n-6p	CNN NEWSROOM<	4	4	\$6.00	\$24.00
	10/29/16	10/30/16	Sa-Su 12n-6p	AVG. ALL WKS	4	4	\$6.00	\$24.00









Network	Start Date	End Date	Daypart	Description	Spots/Wk	Total Spots	Rate	Extended Cost
	10/29/16	10/30/16	Sa-Su 12n-6p	VARIOUS	2	2	\$23.00	\$46.00
	10/29/16	10/30/16	Sa-Su 6a-12n	LAW & ORDER<	2	2	\$7.00	\$14.00
	10/29/16	10/30/16	Sa-Su 6a-12n	VARIOUS	4	4	\$27.00	\$108.00
	10/29/16	10/30/16	Sa-Su 12n-6p	VARIOUS	4	4	\$18.00	\$72.00
<b>Totals</b>						<b>149</b>		<b>\$3,326.00</b>

Zone(s): North Pinellas (Clearwater), 3464



Network	Start Date	End Date	Daypart	Description	Spots/Wk	Total Spots	Rate	Extended Cost
	10/17/16	10/23/16	M-Su 6p-12m	VARIOUS	10	10	\$56.00	\$560.00
	10/17/16	10/23/16	M-Su 6a-12m	VARIOUS	25	25	\$18.00	\$450.00
	10/17/16	10/23/16	M-Su 6p-12m	AVG. ALL WKS<	15	15	\$27.00	\$405.00
	10/17/16	10/23/16	M-Su 6a-12m	VARIOUS	40	40	\$6.00	\$240.00
	10/17/16	10/23/16	M-Su 6p-12m	VARIOUS	2	2	\$80.00	\$160.00
	10/17/16	10/23/16	M-Su 6p-12m	AVG. ALL WKS<	10	10	\$68.00	\$680.00
	10/17/16	10/21/16	M-F 6a-6p	VARIOUS	24	24	\$27.00	\$648.00
	10/22/16	10/23/16	Sa-Su 12n-6p	CNN NEWSROOM<	4	4	\$6.00	\$24.00
	10/22/16	10/23/16	Sa-Su 12n-6p	VARIOUS	4	4	\$18.00	\$72.00
	10/22/16	10/23/16	Sa-Su 6a-12n	VARIOUS	4	4	\$36.00	\$144.00
	10/22/16	10/23/16	Sa-Su 12n-6p	VARIOUS	4	4	\$27.00	\$108.00
	10/24/16	10/30/16	M-Su 6p-12m	VARIOUS	10	10	\$56.00	\$560.00
	10/24/16	10/30/16	M-Su 6a-12m	VARIOUS	25	25	\$18.00	\$450.00
	10/24/16	10/30/16	M-Su 6p-12m	AVG. ALL WKS<	12	12	\$27.00	\$324.00
	10/24/16	10/30/16	M-Su 6p-12m	VARIOUS	10	10	\$10.00	\$100.00

Network	Start Date	End Date	Daypart	Description	Spots/Wk	Total Spots	Rate	Extended Cost
	10/24/16	10/30/16	M-Su 6p-12m	VARIOUS	12	12	\$80.00	\$960.00
	10/24/16	10/30/16	M-Su 6p-12m	AVG. ALL WKS<	10	10	\$68.00	\$680.00
	10/24/16	10/28/16	M-F 6a-6p	VARIOUS	24	24	\$27.00	\$648.00
	10/29/16	10/30/16	Sa-Su 12n-6p	CNN NEWSROOM<	4	4	\$6.00	\$24.00
	10/29/16	10/30/16	Sa-Su 12n-6p	AVG. ALL WKS	4	4	\$13.00	\$52.00
	10/29/16	10/30/16	Sa-Su 6a-12n	VARIOUS	4	4	\$36.00	\$144.00
	10/29/16	10/30/16	Sa-Su 12n-6p	VARIOUS	4	4	\$27.00	\$108.00
<b>Totals</b>						<b>261</b>		<b>\$7,541.00</b>

**Zone(s): South Pinellas (St. Petersburg), 3465**

Network	Start Date	End Date	Daypart	Description	Spots/Wk	Total Spots	Rate	Extended Cost
	10/17/16	10/23/16	M-Su 6p-12m	AVG. ALL WKS<	2	2	\$23.00	\$46.00
	10/17/16	10/23/16	M-Su 6p-12m	VARIOUS	7	7	\$13.00	\$91.00
	10/17/16	10/23/16	M-Su 6a-12m	CNN NEWSROOM<	35	35	\$13.00	\$455.00
	10/17/16	10/23/16	M-Su 6p-12m	AVG. ALL WKS<	10	10	\$18.00	\$180.00
	10/17/16	10/23/16	M-Su 6p-12m	VARIOUS	5	5	\$6.00	\$30.00
	10/17/16	10/23/16	M-Su 6p-8p	VARIOUS	4	4	\$6.00	\$24.00
	10/17/16	10/23/16	M-Su 8p-11p	VARIOUS	3	3	\$7.00	\$21.00
	10/17/16	10/23/16	M-Su 6p-12m	AVG. ALL WKS<	10	10	\$23.00	\$230.00
	10/17/16	10/23/16	M-Su 6p-12m	VARIOUS	10	10	\$10.00	\$100.00
	10/17/16	10/23/16	M-Su 6p-12m	VARIOUS	10	10	\$6.00	\$60.00
	10/17/16	10/23/16	M-Su 6p-12m	AVG. ALL WKS<	10	10	\$56.00	\$560.00
	10/17/16	10/23/16	M-Su 6p-12m	VARIOUS	10	10	\$6.00	\$60.00

Network	Start Date	End Date	Daypart	Description	Spots/Wk	Total Spots	Rate	Extended Cost
	10/17/16	10/21/16	M-F 6a-6p	VARIOUS	10	10	\$23.00	\$230.00
	10/22/16	10/23/16	Sa-Su 12n-6p	CNN NEWSROOM<	5	5	\$6.00	\$30.00
	10/22/16	10/23/16	Sa-Su 12n-6p	AVG. ALL WKS	3	3	\$6.00	\$18.00
	10/22/16	10/23/16	Sa-Su 6a-12n	LAW & ORDER<	4	4	\$6.00	\$24.00
	10/22/16	10/23/16	Sa-Su 6a-12n	VARIOUS	4	4	\$23.00	\$92.00
	10/22/16	10/23/16	Sa-Su 12n-6p	VARIOUS	4	4	\$13.00	\$52.00
	10/24/16	10/30/16	M-Su 6p-12m	AVG. ALL WKS<	1	1	\$23.00	\$23.00
	10/24/16	10/30/16	M-Su 6p-12m	VARIOUS	1	1	\$44.00	\$44.00
	10/24/16	10/30/16	M-Su 6p-12m	VARIOUS	10	10	\$13.00	\$130.00
	10/24/16	10/30/16	M-Su 6a-12m	CNN NEWSROOM<	35	35	\$13.00	\$455.00
	10/24/16	10/30/16	M-Su 6p-12m	AVG. ALL WKS<	10	10	\$18.00	\$180.00
	10/24/16	10/30/16	M-Su 6p-12m	VARIOUS	10	10	\$6.00	\$60.00
	10/24/16	10/30/16	M-Su 6p-8p	VARIOUS	4	4	\$6.00	\$24.00
	10/24/16	10/30/16	M-Su 8p-11p	VARIOUS	6	6	\$7.00	\$42.00
	10/24/16	10/30/16	M-Su 6p-12m	AVG. ALL WKS<	10	10	\$23.00	\$230.00
	10/24/16	10/30/16	M-Su 6p-12m	VARIOUS	10	10	\$10.00	\$100.00
	10/24/16	10/30/16	M-Su 6p-12m	VARIOUS	10	10	\$6.00	\$60.00
	10/24/16	10/30/16	M-Su 6p-12m	AVG. ALL WKS<	10	10	\$56.00	\$560.00
	10/24/16	10/30/16	M-Su 6p-12m	VARIOUS	10	10	\$6.00	\$60.00
	10/24/16	10/28/16	M-F 6a-6p	VARIOUS	10	10	\$23.00	\$230.00
	10/29/16	10/30/16	Sa-Su 12n-6p	AVG. ALL WKS	3	3	\$6.00	\$18.00
	10/29/16	10/30/16	Sa-Su 6a-12n	LAW & ORDER<	4	4	\$6.00	\$24.00

Network	Start Date	End Date	Daypart	Description	Spots/Wk	Total Spots	Rate	Extended Cost
	10/29/16	10/30/16	Sa-Su 6a-12n	VARIOUS	4	4	\$23.00	\$92.00
	10/29/16	10/30/16	Sa-Su 12n-6p	VARIOUS	4	4	\$13.00	\$52.00
<b>Totals</b>						<b>298</b>		<b>\$4,687.00</b>

### **Order Summary:**

Zone Description: Mid Pinellas (Pinellas Park), 6009; North Pinellas (Clearwater), 3464; South Pinellas (St. Petersburg), 3465

Total Spots: 708

Total Gross\$: \$15,554.00

Total Net\$: \$15,554.00

Average Investment per Active Week: \$7,777.00

### **Broadcast Month Totals:**

	<b>Oct 16</b>	<b>Total</b>
<b>Total Gross \$</b>	\$15,554.00	\$15,554.00
<b>Total Net \$</b>	\$15,554.00	\$15,554.00
<b>Total Spots</b>	708	708

### **Total By Zone:**

	<b>6009</b>	<b>3464</b>	<b>3465</b>
<b>Gross \$</b>	\$3,326.00	\$7,541.00	\$4,687.00
<b>Net \$</b>	\$3,326.00	\$7,541.00	\$4,687.00
<b>Spots</b>	149	261	298

### **Disclaimer:**

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Acceptance Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Bright House Media Strategies  
Advertising Terms and Conditions

The person or entity contracting for the cablecast of commercial announcements covered by this contract ("Announcements") (subject to Section 10 below, "ADVERTISER") and the cable system(s) referred to on an insertion order ("Insertion Order") or on the face of this contract ("SYSTEM") hereby agree as follows:

1. **BILLING AND PAYMENTS** (a) SYSTEM will bill ADVERTISER on a monthly basis, unless otherwise provided on the face of this contract or an Insertion Order. (b) ADVERTISER shall pay each invoice in full within thirty (30) days after receipt. (c) Upon request of ADVERTISER, affidavits of performance will be furnished by SYSTEM, but the furnishing of such affidavits shall not serve as a condition precedent to ADVERTISER'S obligation to timely pay any invoice rendered by SYSTEM hereunder. (d) Other remedies for non-payment notwithstanding, if any amounts payable to SYSTEM hereunder are not received on or before the tenth day after such amount was due, then a late payment charge equal to 1.5% per month of such past due amount (or if such amount exceeds the maximum permitted under applicable law, then such maximum amount) shall become due and payable by ADVERTISER to SYSTEM in addition to such amounts owed hereunder, until all amounts are paid in full. ADVERTISER shall reimburse SYSTEM for all amounts incurred in connection with collection activities, including, but not limited to, collection agency charges and costs, and attorney fees and costs.
2. **CANCELLATIONS** Without limitation of any of the parties' other rights hereunder: (a) SYSTEM reserves the right to cancel or suspend one or more of the distributions of Announcements, or an Insertion Order for continued distribution, in its sole discretion. SYSTEM reserves the right to immediately cancel this contract at any time upon notice, whether given orally or in writing, (i) upon default by ADVERTISER in the payment of bills, (ii) for any other material breach of the terms hereof, (iii) if SYSTEM determines that an Announcement fails to meet SYSTEM or network content guidelines, (iv) if an Announcement violates any federal state or local law, rule or regulation or (v) an Announcement contains material that violates the rights of a third party. (b) Announcements of sixty seconds or less in duration may be canceled by SYSTEM or ADVERTISER upon fourteen days prior notice, but no such cancellation shall be effective until fourteen days after initial start date hereunder unless otherwise stated on face of contract. (c) Announcements more than sixty seconds in duration may be canceled by SYSTEM or ADVERTISER upon twenty-eight days prior notice but no such cancellations shall be effective until twenty-eight days after initial start date hereunder unless otherwise stated on face of contract. (d) If ADVERTISER cancels all or any portion of this contract, all discounts are void and earned rates on the rate card then in effect shall apply. In addition, ADVERTISER will pay all non-recoverable out-of-pocket expenses incurred in connection with any Announcement, promotion, contest, sweepstakes or other service provided to ADVERTISER by SYSTEM (or any of its affiliates). If SYSTEM cancels the contract and ADVERTISER is not then in breach hereunder, then ADVERTISER shall have the benefit of the same discounts which it would have earned had it been allowed to complete the contract.
3. **EFFECT OF BREACH** (a) If ADVERTISER materially breaches this contract, including without limitation a failure to pay any sum when due, then SYSTEM may terminate this contract and any and all rights of ADVERTISER hereunder upon notice to ADVERTISER, but such termination shall not in any way release any party from its obligation to pay in full all amounts due hereunder. Upon any such cancellation, all amounts due to SYSTEM hereunder and not paid shall become immediately due and payable. (b) If SYSTEM materially breaches this contract, then ADVERTISER may cancel this contract upon written notice to SYSTEM, unless SYSTEM has cured or is diligently proceeding to cure such breach.
4. **FAILURE TO CABLECAST; SUBSTITUTIONS; DELAYS** (a) If for any reason, SYSTEM fails to cablecast all or any portion of any Announcement at any stipulated time, SYSTEM may make the cablecast at a subsequent time in the same or comparable class of air time or, alternatively, may provide a corresponding credit for subsequent advertising time. (b) SYSTEM shall have the right to substitute for any Announcement to be cablecast hereunder, any matter which in SYSTEM'S sole discretion is deemed to be of greater local or national interest or importance, including without limitation sporting events. In any case, SYSTEM will notify ADVERTISER in advance or within a reasonable time after the substitution, and the provisions of Paragraph 4(a) shall apply. (c) Announcements scheduled in programs following other programs that run beyond their normally scheduled time, such as feature films, sports or special programming of any kind, or Announcements scheduled in programs which are interrupted for any reason, will be automatically scheduled within the delayed or interrupted program without prior notice to ADVERTISER and will be billed at the rate as if the other program had concluded at its normal time or there was no interruption. (d) The remedies set forth in this Section 4 shall be the sole and exclusive remedies of ADVERTISER for any failure by SYSTEM to perform any obligation hereunder to cablecast any Announcement on behalf of ADVERTISER.
5. **RATES AND CHARGES** (a) SYSTEM reserves the right to increase rates at any time without prior notice, but no such increases shall be applied to cablecasts under this contract until sixty days after notification to ADVERTISER. (b) ADVERTISER may contract for cablecasts of Announcements of various lengths subject to SYSTEM'S published rate card and only with prior SYSTEM approval. (c) All expense connected with the delivery of Announcements to SYSTEM, and with return therefrom, if return is directed on the face of this contract, shall be paid by ADVERTISER.
6. **PROVISION OF MATERIAL** (a) ADVERTISER shall furnish or cause to be furnished all Announcement material, including, but not limited to, photographs, video, music composition and any other material and information ("Announcement Material") to SYSTEM in a format and in accordance with specifications required by SYSTEM within forty eight (48) hours in advance of the scheduled date. (b) ADVERTISER shall be responsible, at its sole expense, for securing all rights, licenses, releases and consents required in connection with the production and distribution of the Announcements and all elements thereof, as well as providing all necessary information as may be required by applicable federal state and local laws and regulations (collectively "Laws"), and otherwise ensuring compliance with Laws. (c) SYSTEM reserves the right to reject or edit any Announcement. (d) ADVERTISER grants SYSTEM the right to digitize, cut, edit, alter, reformat, reclassify and modify the Announcement Material as required for technical and practical purposes

and for creating the Announcements. (e) SYSTEM will use commercially reasonable efforts to advise ADVERTISER if ADVERTISER-furnished Announcements and scheduling instructions do not arrive 48 hours in advance of the scheduled cablecast date. If such Announcements and instructions do not arrive at the SYSTEM within forty eight (48) hours before the cablecast date, SYSTEM may bill ADVERTISER for the time reserved. SYSTEM will use commercially reasonable efforts to cablecast Announcements despite late receipt thereof, but shall not be liable for the failure to distribute Announcements due to late delivery by ADVERTISER. (f) This contract does not obligate SYSTEM to cablecast any Announcements in any manner not consistent with the policies and practices of SYSTEM and its affiliates. All Announcements are subject to the prior approval of SYSTEM, and SYSTEM in its sole discretion may, without restriction or liability, refuse to cablecast any Announcement for any reason. If SYSTEM should so refuse to cablecast any Announcement, SYSTEM will use commercially reasonable efforts to so notify ADVERTISER and unless ADVERTISER furnishes or causes to be furnished satisfactory material by 24 hours in advance of cablecast, SYSTEM may bill ADVERTISER for the time reserved. (g) SYSTEM shall not be liable for any loss or damage to any Announcement material or other property furnished to it hereunder. (h) Regarding distribution via VOD, ADVERTISER, at its own expense, shall deliver the Announcements to SYSTEM in compliance with generally accepted standards of good practice and according to the parameters specified in SYSTEM's Video On Demand Content Specification including all applicable digitally encoded non-video meta data attributes or other parameters selected by SYSTEM via a method selected by SYSTEM. The Announcements shall be delivered in accordance with specific market timelines and at least 35 days in advance of distribution. If the Announcement or Announcement Material does not arrive at SYSTEM 35 days before the distribution date the Announcements may not be distributed as scheduled and SYSTEM may terminate this Contract. Notwithstanding the foregoing, if such Announcements and instructions do not arrive at SYSTEM in accordance with specific market timelines, SYSTEM may elect to adjust the start dates and end dates of the schedule in its sole discretion. (i) Regarding text message Announcements, ADVERTISER shall deliver Announcement Materials in compliance with generally accepted standards of good practice and according to the parameters specified in SYSTEM's Text Message Content Specification, including all applicable carrier requirements or other parameters selected by SYSTEM via a method selected by SYSTEM. The Announcement Materials shall be delivered in accordance with specific market timelines and at least 48 hours in advance of the scheduled distribution date. If such Announcement Materials and instructions do not arrive at SYSTEM at least 48 hours before the distribution date, SYSTEM will use reasonable efforts to distribute Announcements received from ADVERTISER despite late delivery, but shall not be liable for the failure to distribute Announcements due to late delivery by ADVERTISER. Notwithstanding the foregoing, if such Announcements and instructions do not arrive at SYSTEM at least 48 hours before the distribution date, SYSTEM may bill ADVERTISER for the time reserved on the Insertion Order or the minimum number of text messages, if applicable. (j) Regarding distribution via VOD, the Internet or in mobile applications, ADVERTISER acknowledges that other content, tools or information provided by SYSTEM or third parties may appear on the screen over the Announcement or Announcement Material, including, without limitation, (i) navigational content appearing during processes such as program selection, ordering and playback, (ii) Emergency Alert System information that the Systems are obligated by law to display, and (iii) any content, tools or information that a publisher or viewer could cause to be displayed on the television screen through interactive media or otherwise. SYSTEM shall have the right to edit, digitize, copy, cut, modify, and/or compress any Announcement and to transmit such Announcement in its edited, digitized modified, or compressed form for distribution. SYSTEM, its affiliates, agents partners and services providers may copy and store the Announcement during the distribution thereof as SYSTEM deems appropriate to optimize the performance of VOD distribution on the Systems. In no event shall any Announcements remain on a VOD Server longer than 90 days without SYSTEM's consent.

7. INDEMNIFICATION (a) ADVERTISER shall indemnify and hold SYSTEM and its parent, subsidiaries, affiliate companies, agencies and service providers and their respective directors, officers, employees and representatives harmless from and against any and all claims, suits, actions, damages, liabilities, judgments, losses, assessments, interest charges, penalties, costs and expenses (including without limitation reasonable attorneys fees) arising out of or relating to (i) the cablecast of any Announcement or other material (and the products and services they advertise) provided by or on behalf of ADVERTISER, (ii) the creation or production of Announcements provided and/or authorized by ADVERTISER, and (iii) any breach by ADVERTISER of this contract (including, but not limited to, a breach of any of its warranties herein). (b) The provisions of Paragraph 7(a) above shall survive any cancellation or termination or completion of this contract.

8. LIMITATION OF LIABILITY. (a) Notwithstanding anything in this contract to the contrary, the sole remedies available to Advertiser for breach of this contract or for any other claims arising out of the negotiation or performance of this contract or out of the distribution of the Announcements provided by ADVERTISER shall be (i) substitute distribution of Announcements or program material; or (ii) a refund of amounts paid by ADVERTISER for the unfulfilled portion of this contract. (b) IN NO EVENT SHALL SYSTEM BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, GOODWILL, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS CONTRACT OR BE SUBJECT TO EQUITABLE REMEDIES OR INJUNCTIVE RELIEF.

9. ADVERTISER WARRANTIES. (a) ADVERTISER represents and warrants that: (i) ADVERTISER has the right to enter into this contract; (ii) no part of the Announcement Material and/or other material provided by or on behalf of ADVERTISER shall infringe the copyright, ownership or authorship of any third party, or the right of publicity or privacy or other personal right of any third party; (iii) all Announcements shall be free and clear for distribution without further payment of copyright or other fees or obtaining any consents or approvals; (iv) the Announcements are not defamatory, libelous, pornographic, obscene or otherwise unlawful; (v) ADVERTISER has the sole right, title, and interest, or that ADVERTISER has written permission, to make use of the name, logos and trademarks of the entity under which ADVERTISER advertises and does business; (vi) ADVERTISER has a reasonable basis for all claims made within the Announcements, possesses appropriate documentation to substantiate such claims and shall fulfill all commitments made in its campaigns, and that all product information it provides is truthful, accurate and complete, and is not misleading in any way; (vii) any collection or use of data arising from the Announcement is done in compliance with ADVERTISER's privacy policy; and (viii) all Announcements comply with all Laws and all applicable network, carrier and SYSTEM

guidelines. (b) SYSTEM hereby disclaims any and all warranties, including, without limitation, any warranties of merchantability, fitness for a particular purpose or other warranties arising by usage of trade, course of dealings or course of performance. Without limiting the generality of the foregoing, SYSTEM specifically disclaims any warranties relating to the effectiveness of any Announcements distributed pursuant to this contract and does not guarantee any financial benefits to ADVERTISER by virtue of distributing ADVERTISER'S Announcements. SYSTEM does not warrant or guarantee customer response rates or the ability to convert responses into sales. SYSTEM does not warrant or guarantee the profile or demographics of a respondent.

10. ADVERTISER/AGENCY/SERVICE (a) If ADVERTISER is an agency acting on behalf of an advertiser for which advertising is placed pursuant to this contract, then such agency hereby represents and warrants that it has the authority from such advertiser to enter into this contract and to otherwise act as such advertiser's agent for all purposes hereof. If ADVERTISER is a time-buying service acting on behalf of an agency and an advertiser for which advertising is placed pursuant to this contract, then such time-buying service likewise represents and warrants that it has the authority from such agency and such advertiser to enter into this contract and to otherwise act as agent for such agency and advertiser for all purposes hereof. (b) Notwithstanding anything in this contract to the contrary (or the party to which any invoice may be rendered hereunder): (i) if ADVERTISER is an agency acting on behalf of an advertiser for which advertising is placed pursuant to this contract, then all obligations of ADVERTISER under this contract, including without limitation the obligations of ADVERTISER pursuant to Sections 1, 5 and 7 above, shall be the joint and several obligations of such agency and such advertiser; and (ii) if ADVERTISER is a time-buying service acting on behalf of an agency and an advertiser for which advertising is placed pursuant to this contract, then all obligations of ADVERTISER under this contract, including without limitation the obligations of ADVERTISER pursuant to Sections 1, 5 and 7 above, shall be the joint and several obligations of such time-buying service, agency and advertiser. (c) Payment by an advertiser to its agency or time-buying service, as the case may be, or payment by an agency to a time-buying service, shall not constitute payment to SYSTEM. (d) Under no circumstances shall SYSTEM be liable for an amount owed by ADVERTISER to any advertising agency acting for ADVERTISER, and ADVERTISER agrees to indemnify and hold SYSTEM harmless from any such claim made against SYSTEM by any such advertising agency.

11. ADVERTISING ON INTERACTIVE PLATFORMS. In connection with customers and potential customers obtained by means of Announcements on interactive platforms, ADVERTISER will (a) use the contact information provided by SYSTEM's customers solely for the purposes of providing such customers with communications they have specifically opted-in to receive, provided, that when a customer is given the option to opt-in, ADVERTISER shall (i) clearly inform the customer regarding the uses to which such contact information shall be made and (ii) make reasonably available to such customer the privacy policies to which such information shall be subject; (b) not disclose, sell or share any personally-identifiable customer information to any third party; (c) be solely responsible to respond to all customer inquiries promptly and efficiently; (d) comply at all times with SYSTEM and ADVERTISER'S customer contact guidelines, if any; (e) ensure that any customer who requests a "do not call" or equivalent listing is immediately removed from all call lists and follow-ups; (f) cease all contact with any customer immediately upon request from such customer or SYSTEM; (g) transmit all contact data securely and keep all contact data in a secure environment and otherwise be respectful and protective of customer privacy in all respects; and (h) comply with all other applicable carrier, network and SYSTEM guidelines. In addition, communications made by ADVERTISER to SYSTEM's customers in accordance herewith other than the display of an Announcement to such customer (A) shall only promote the products and services of ADVERTISER that customer has expressly requested to be sent such communications and (B) shall not include any advertisement, sponsorship or promotion of or by any party other than ADVERTISER. Further, any communications between ADVERTISER and the customers or potential customers are subject to the reasonable approval of SYSTEM. Nothing in the foregoing shall prevent ADVERTISER from creating lists of, or to market to customers who have independently contacted ADVERTISER regardless of whether they had previously used any of SYSTEM's interactive platforms.

12. GENERAL (a) This Agreement is subject to the terms and conditions of licenses held by SYSTEM, and to all federal, state and municipal laws and regulations now in force or hereafter enacted, including without limitation the rules, regulations, orders, decisions and policies of the Federal Communications Commission. (b) Delivery to SYSTEM by or on behalf of ADVERTISER of any Announcement to be cablecast by System shall constitute acceptance by ADVERTISER of these Terms and Conditions. (c) SYSTEM shall not be obligated to make any cablecast regarding any product or service other than those specified on the face hereof. (d) This contract is not exclusive and SYSTEM remains free to solicit and to cablecast during any program or air time materials of other advertisers whether or not such advertisers are in competition with the business, products or services of ADVERTISER. (e) Neither this contract nor any rights under it may be assigned or transferred without the prior written consent of SYSTEM; nor may SYSTEM be required to cablecast hereunder for the benefit of any ADVERTISER other than the one named on the face of this contract (or, where ADVERTISER is an agency or time-buying service, the advertiser listed on the face hereof). Failure of SYSTEM or ADVERTISER to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any other provision. (f) This contract and Insertion Order contains the entire agreement between the parties relating to the subject matter hereof, and no change or modification of any of its terms and provisions shall be effective unless made in writing and signed by both parties. These Terms and Conditions shall be deemed incorporated into and made a part of each contract or Insertion Order for the cablecast of Announcements by SYSTEM. Any terms appearing in any Insertion Order for the cablecast of Announcements, or in any acknowledgment or acceptance of this contract, that differ from or are inconsistent with the terms of this contract shall be void. (g) All production materials provided by SYSTEM and used in program and Announcements are and remain the exclusive property of SYSTEM unless specifically noted on the Insertion Order or in a contract for production services between SYSTEM and Advertiser. (h) SYSTEM has the right to use the Announcement Materials for archive purposes during and after the termination or completion of this contract. (i) SYSTEM shall only recognize agency commissions that conform to industry standards and practices. (j) Nothing in this contract shall constitute a partnership or joint venture between the parties or constitute either ADVERTISER or SYSTEM as agent of the other for any purpose whatever. (k) ADVERTISER agrees that SYSTEM may identify it as an advertiser of SYSTEM in client lists and other marketing materials. (l) The number of cable homes receiving advertisements on any network is an estimate and may vary by geographic areas and other factors. Any statement of (i) the number of cable homes receiving an advertisement or (ii) cable audience



estimates are based on NCC methodology that adjusts internal carriage/insertion subscriber counts by the Nielsen full footprint Interconnect UE estimate or network specific Interconnect UEs Subscriber counts are not included in the universe estimate calculation. Estimates may contain impressions outside the home DMA. Nielsen Universe Estimates are based on a rolling average of the prior 4 major sweep periods (Feb, May, Jul, Nov) of diary sample in Telephone Frame set-meter and Diary-only markets, and of meter sample in LPM and Area Probability set-meter markets (when available). The number of Subscribers capable of accessing the Announcements on VOD or an interactive platform is an estimate and may vary by the number of subscribers actually subscribing to digital cable or enabled to use the applicable interactive platform, and other factors. SYSTEM MAY NOT HAVE THE CAPABILITY TO INSERT ON HD SIMULCAST NETWORKS OR TO ENABLE INTERACTIVE OVERLAYS ON HD SIMULCAST NETWORKS. AUDIENCE ESTIMATES FOR HD PROGRAMMING HAVE NOT BEEN ADJUSTED FOR NON-INSERTION. The information provided will be periodically updated by SYSTEM. For more information please contact your Advertising Sales Executive. (m) This Agreement and the Insertion Order will be governed by the laws of the state of Florida applicable to contracts to be wholly performed therein, and any action based on or alleging a breach of this Agreement or an Insertion Order must be brought in a state or federal court in Orlando, Florida, and the parties hereby consent to the exclusive jurisdiction of such courts.

Company \_\_\_\_\_

Customer initials \_\_\_\_\_ Date \_\_\_\_\_